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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/769,173	01/30/2004	Sherman (Xuemin) Chen	15415US01	7811
23446	7590	09/04/2007		
MCANDREWS HELD & MALLOY, LTD 500 WEST MADISON STREET SUITE 3400 CHICAGO, IL 60661			EXAMINER PALIWAL, YOGESH	
			ART UNIT 2135	PAPER NUMBER
			MAIL DATE 09/04/2007	DELIVERY MODE PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

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**Advisory Action
Before the Filing of an Appeal Brief**

Application No.

10/769,173

Applicant(s)

CHEN ET AL.

Examiner

Yogesh Paliwal

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--The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

THE REPLY FILED 21 August 2007 FAILS TO PLACE THIS APPLICATION IN CONDITION FOR ALLOWANCE.

1. ☒ The reply was filed after a final rejection, but prior to or on the same day as filing a Notice of Appeal. To avoid abandonment of this application, applicant must timely file one of the following replies: (1) an amendment, affidavit, or other evidence, which places the application in condition for allowance; (2) a Notice of Appeal (with appeal fee) in compliance with 37 CFR 41.31; or (3) a Request for Continued Examination (RCE) in compliance with 37 CFR 1.114. The reply must be filed within one of the following time periods:

- a) ☐ The period for reply expires _____ months from the mailing date of the final rejection.
- b) ☒ The period for reply expires on: (1) the mailing date of this Advisory Action, or (2) the date set forth in the final rejection, whichever is later. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of the final rejection.

Examiner Note: If box 1 is checked, check either box (a) or (b). ONLY CHECK BOX (b) WHEN THE FIRST REPLY WAS FILED WITHIN TWO MONTHS OF THE FINAL REJECTION. See MPEP 706.07(f).

Extensions of time may be obtained under 37 CFR 1.136(a). The date on which the petition under 37 CFR 1.136(a) and the appropriate extension fee have been filed is the date for purposes of determining the period of extension and the corresponding amount of the fee. The appropriate extension fee under 37 CFR 1.17(a) is calculated from: (1) the expiration date of the shortened statutory period for reply originally set in the final Office action; or (2) as set forth in (b) above, if checked. Any reply received by the Office later than three months after the mailing date of the final rejection, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

NOTICE OF APPEAL

2. ☐ The Notice of Appeal was filed on _____. A brief in compliance with 37 CFR 41.37 must be filed within two months of the date of filing the Notice of Appeal (37 CFR 41.37(a)), or any extension thereof (37 CFR 41.37(e)), to avoid dismissal of the appeal. Since a Notice of Appeal has been filed, any reply must be filed within the time period set forth in 37 CFR 41.37(a).

AMENDMENTS

3. ☐ The proposed amendment(s) filed after a final rejection, but prior to the date of filing a brief, will not be entered because
- (a) ☐ They raise new issues that would require further consideration and/or search (see NOTE below);
- (b) ☐ They raise the issue of new matter (see NOTE below);
- (c) ☐ They are not deemed to place the application in better form for appeal by materially reducing or simplifying the issues for appeal; and/or
- (d) ☐ They present additional claims without canceling a corresponding number of finally rejected claims.

NOTE: _____. (See 37 CFR 1.116 and 41.33(a)).

4. ☐ The amendments are not in compliance with 37 CFR 1.121. See attached Notice of Non-Compliant Amendment (PTOL-324).
5. ☐ Applicant's reply has overcome the following rejection(s): _____.
6. ☐ Newly proposed or amended claim(s) _____ would be allowable if submitted in a separate, timely filed amendment canceling the non-allowable claim(s).
7. ☒ For purposes of appeal, ~~the proposed amendment(s): a) ☐ will not be entered, or b) ☐ will be entered and an explanation of how the new or amended claims would be rejected is provided below or appended.~~
- The status of the claim(s) is (or will be) as follows:
- Claim(s) allowed: None.
- Claim(s) objected to: None.
- Claim(s) rejected: 1-41.
- Claim(s) withdrawn from consideration: None.

AFFIDAVIT OR OTHER EVIDENCE

8. ☐ The affidavit or other evidence filed after a final action, but before or on the date of filing a Notice of Appeal will not be entered because applicant failed to provide a showing of good and sufficient reasons why the affidavit or other evidence is necessary and was not earlier presented. See 37 CFR 1.116(e).
9. ☐ The affidavit or other evidence filed after the date of filing a Notice of Appeal, but prior to the date of filing a brief, will not be entered because the affidavit or other evidence failed to overcome all rejections under appeal and/or appellant fails to provide a showing of good and sufficient reasons why it is necessary and was not earlier presented. See 37 CFR 41.33(d)(1).
10. ☐ The affidavit or other evidence is entered. An explanation of the status of the claims after entry is below or attached.

REQUEST FOR RECONSIDERATION/OTHER

11. ☒ The request for reconsideration has been considered but does NOT place the application in condition for allowance because:
See continuation sheet.
12. ☐ Note the attached Information Disclosure Statement(s). (PTO/SB/08) Paper No(s). _____
13. ☐ Other: _____.

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Continuation of 11:

1. The request of reconsideration has been considered but does NOT place the application in condition for allowance because: applicant's arguments filed 8/21/07 have been fully considered but they are not persuasive for following reasons:

- Applicant argues that: "Therefore, in Akiyama the contract information, which includes a plurality of work keys, is only encrypted using the secret key. Akiyama does not disclose or suggest that the work keys are also being signed so as to generate digitally signed secure keys, as recited in Applicant's claim 1."
- As pointed out previously, examiner totally disagrees with above statement and would like to point out again that (1) Fig. 5 show clearly that Contract information contains work key (Corresponding discloser can be found at paragraph 0107), this is what examiner is equating to the secure key of claim 1. (2) Next, at Paragraph 0107, Akiyama further discloses, "The digital signature is information used to check the authenticity of the contract information, and is used to prevent tempering". This proves that digital signature is generated for entire contract information including work key. (3) Then at Paragraph 0113, Akiyama discloses the process of generating a digital signature, "As a digital signature, a technique for computing feature amount, called a hash value, of the entire data to be signed (Emphasis added), and encrypting that value is known in addition to the aforementioned technique. The hash value is computed from the entire data, and if data is changed even by 1 bit, not only the hash value differs considerably, but

also it is difficult to generate data having the same hash value". In the context of the disclosure, Akiyama is referring to the contract information and process to generate digital signature for the entire contract information that includes work key, so since entire contract information is signed using a digital signature, work key within the contract information is also considered signed. (4) Next step in the process is generating Individual control packets as depicted in Fig. 7, and at paragraph 0106, Akiyama discloses that "The individual control packet is comprised of an information identifier, master key identifier, and encrypted contract information, as shown in FIG. 7. The information identifier indicates the type of packet of interest, and describes an identifier indicating the individual control packet. The master key identifier is identification information of a master key that can decrypt the encrypted contract information.". This proves that entire contract information including the digital signature is encrypted using master key and the encrypted contract information is stored in individual contract packet as depicted in Fig. 7.

From Steps 1-4, it is now clear that digital signature for entire contract information that includes work key is first generated (Akiyama discloses generating digital signature using both symmetric and asymmetric methods, see Paragraphs 0112, 0113, 0114, 0115) and then the whole contract information including the digital signature is encrypted using master key. As a result, examiner totally disagrees with applicant that "work keys within the contract information are only encrypted and none of the contract information, including the work keys, is in fact signed".

- Applicant further argues that: "Furthermore with regard to the rejection of independent claim 1 under 102(b), the Applicant submits that Akiyama does not disclose or suggest at least the limitation of "transmitting the digitally signed secure key from the first location," as recited by the Applicant in independent claim 1."
- Once again examiner totally disagrees with applicant and still maintain that Akiyama clearly discloses the limitation of "transmitting the digitally signed secure key from the first location". As established above, Akiyama discloses generating digital signature for contract information that includes work key, and encrypting the whole contract information including digital signature with master key to generate enciphered contract information. Then enciphered contract information is put onto individual control packet as depicted in Fig. 7. Further Akiyama discloses sending individual control packet from the broadcast station to the receivers at paragraph 0106, "The broadcast receiver apparatus according to this embodiment receives individual control information from a public telephone network via a modem", also at paragraph 0164 Akiyama discloses, "The arrangement and processing operation of an information distributor apparatus for an individual control packet will be explained below. Fig. 29 shows an example of the arrangement of principal part of an information distributor apparatus, and Fig. 32 is a flow chard showing the transmission processing operation of an individual

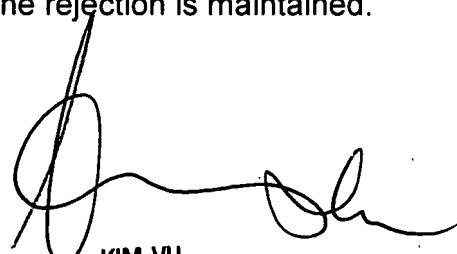
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control packet.". As a result it is proved that Akiyama discloses transmitting the digitally signed secure key from the first location [broadcast station].

Accordingly, examiner maintains that independent claim 1 is completely anticipated by Akiyama and is not in condition of allowance. Independent claims 11, 21 and 32 are similar in many respects to the method disclosed in independent claim 1. Therefore, the examiner submits that Akiyama also anticipates independent claims 11, 21 and 32, as established in the final rejection and are also not in condition of allowance.

For at least the above reasons, it is believed that the rejection is maintained.

YP
8/30/2007



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